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8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES  
11 CENTRAL DISTRICT  
12

13 **THE PEOPLE OF THE STATE OF**  
14 **CALIFORNIA,**

15 Plaintiff,  
16

17 v.  
18

19 **LAW ENFORCEMENT**  
**APPRENTICESHIP PROGRAM**  
20 **FOUNDATION, A NONPROFIT PUBLIC**  
**BENEFIT CORPORATION; RAMBRET, INC.,**  
21 **A CORPORATION; ROBERT ACOSTA;**  
**MONTY D. HOLDEN; WILLIAM**  
**HEMBY; MARTIN MEDINA; DON K.**  
**RUIZ; GREGG F. SAWTELLE; DOES 1-**  
**100, INCLUSIVE,**

22 Defendants.  
23

Case No. BC 414648

**SETTLEMENT AGREEMENT**  
**BETWEEN DEFENDANT GREG**  
**SAWTELLE AND PLAINTIFF;**

24 1. Parties. This Settlement Agreement and Order are entered into by, between, and  
25 among the settling parties, Plaintiff, the People of the State of California ("the People"), by  
26 Edmund G. Brown Jr., Attorney General of the State of California ("Attorney General") and  
27 Defendant Greg Sawtelle (hereinafter, collectively, also referred to as "Settling defendants").  
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1           2.   Recitals.

2           2.1   In May of 2009, the Attorney General, on behalf of the People, sued Greg Sawtelle in  
3   the underlying action (hereinafter the "Action") asserting various causes of action related to  
4   Rambret's solicitation practices and Sawtelle's role as director and officer of the Law  
5   Enforcement Apprenticeship Program a public benefit nonprofit.

6           2.2   Settling Defendant Greg Sawtelle denies any wrongdoing.

7           2.3   The Settling Parties, each of whom, desiring to avoid the expense, uncertainty, and  
8   inconvenience of further litigation in this case, state that all claims alleged against the Settling  
9   Defendants arising out of the Action have been settled.

10          2.5   This Settlement Agreement constitutes a stipulation for settlement and shall be  
11   enforceable under Code of Civil Procedure section 664.6.

12          3.   Settlement Terms-Monetary.

13          3.1   The Settling Defendant agrees to settle with Plaintiff for \$30,000 (thirty thousand  
14   dollars). \$15,000 (Fifteen thousand dollars), representing one half of the settlement payment,  
15   shall be retained by the Attorney General for fees and costs incurred by the Charitable Trusts  
16   Section in this action, pursuant to Government Code sections 12598 and 12586.2. The monies  
17   retained by the Attorney General shall be used exclusively by the Charitable Trusts Section for  
18   the administration of the Attorney General's charitable trust enforcement responsibilities. The  
19   other half of the settlement payment, in the amount of \$15,000, shall be deposited into the  
20   Attorney General's Litigation Deposit Fund for the benefit of the California Community  
21   Foundation, a California nonprofit public benefit corporation. Said funds shall be distributed to  
22   the California Community Foundation for the specific purpose of supporting programs that  
23   provide mentoring for at-risk youth.

24          3.2   The \$30,000 shall be paid by Greg Sawtelle on or before January 31, 2011. All  
25   payments pursuant to this paragraph of the Settlement Agreement shall be made payable to the  
26   California Department of Justice and shall be delivered to the Attorney General's Office at 300 S.  
27   Spring Street, Los Angeles, California 90013, to the attention of Deputy Attorney General Tania  
28   M. Ibanez.

1       3.3 Plaintiff will file a Request for Dismissal within five business days of receipt of  
2 confirmation from the bank that the settlement funds have been successfully deposited.

3       4.   Settlement Terms - Non-monetary

4       4.1 The Settling Defendant agrees to cease all current and future solicitation for  
5 charitable purposes directed to donors in the State of California.

6       4.2 The Settling Defendant is permanently restrained and enjoined from engaging or  
7 participating in charitable solicitation campaign, directly or through any intermediary, including,  
8 but not limited to, consulting, brokering, investing, outsourcing, planning or managing such a  
9 campaign. The Settling Defendant is permanently enjoined from, and shall not engage in, any of  
10 the following activities:

- 11           a. acting as a commercial fundraiser for charitable purposes, fundraising  
12           counsel for charitable purposes, or trustee or commercial coventurer in  
13           California as those terms are defined in California Government Code  
14           sections 12599, 12599.1, 12582 and 12599.2;
- 15           b. acting as an officer, director, employee, or agent of any charitable  
16           organization in California or any organization that solicits funds for  
17           charitable purposes in California;
- 18           c. holding or controlling assets received for a charitable purpose from  
19           donors who reside in California;
- 20           d. participating, directly or indirectly, in any solicitation which the  
21           defendant knows or has reason to know will be used in connection with any  
22           charity or charitable solicitation in California or which targets residents of  
23           California.

24       4.3 The Settling Defendant is permanently banned from selling, leasing or giving away  
25 their donor list of California individuals who previously donated to the Law Apprenticeship  
26 Program ("LEAP").

27       4.4 The Settling Defendant is permanently banned from using or benefitting from  
28 customer information, including the name, address, telephone number, email address, social

1 security number, other identifying information, or any data that enables access to a customer's  
2 account (including a credit card, bank account, or other financial account), of any person which  
3 was obtained by Settling Defendant prior to the entry of this Settlement Agreement in connection  
4 with any charitable solicitation made on behalf of LEAP.

5       5.    General Provisions

6       5.1   Upon the successful completion of all terms of this Settlement Agreement, the  
7 Settling Parties hereby release and discharge each other party, his/her/its employees, officers,  
8 agents, successors and assigns from all civil liability, civil claims, and civil damages known to  
9 them that relate to, or arise from, the allegations set forth in the Complaint. The release and  
10 discharge set forth in this paragraph is binding only on the parties to this Settlement Agreement.  
11 Further, this release and discharge shall not be construed to limit or prevent any party's ability to  
12 enforce the terms of this Settlement Agreement.

13       5.2   This Settlement Agreement shall not constitute an admission or finding of any  
14 wrongdoing, fault, violation of law, or liability of any of the Settling Defendants.

15       5.3   This Settlement Agreement contains the entire agreement and understanding between  
16 and among the Settling Parties concerning the subject matter of the Action and supersedes all  
17 other agreements of any kind concerning the subject matter of the Action. Each of the  
18 undersigned warrants that no promise or inducement has been offered to them except as set forth  
19 herein and that the Settlement Agreement is executed without reliance upon any statement or  
20 representation by any persons or parties, or their representatives, concerning the nature and extent  
21 of injuries and/or damages and/or legal liability herein.

22       5.4   Each of the Settling Parties acknowledges that he, she, or it has read the entire  
23 Settlement Agreement and understands it and, in addition, has had an opportunity to discuss the  
24 content with an attorney and make whatever investigation or inquiry that party may deem  
25 necessary or desirable in connection with the subject matter of the Settlement Agreement.

26       5.5   Each of the parties warrants that he, she, or it is legally competent to execute the  
27 Settlement Agreement. Any person executing this Settlement Agreement on behalf of any  
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1 Settling Party does hereby personally represent and warrant to the other parties that he/she/it has  
2 the authority to execute this Settlement Agreement on behalf of, and to fully bind, that party.

3 5.6 This Settlement Agreement is a product of bargained-for, arms-length negotiations  
4 between and among the Settling Parties and their counsel. No party shall be considered the  
5 author of this Settlement Agreement.

6 5.7 This Settlement Agreement and all rights and obligations arising out of it shall be  
7 governed and construed in accordance with the laws of the State of California.

8 5.8 This Settlement Agreement may be executed in separate counterparts, each of which  
9 shall be deemed an original, and said counterparts shall together constitute one Settlement  
10 Agreement, binding all parties hereto notwithstanding that all of the parties are not signatory to  
11 the original or same counterpart. All original signatures shall be delivered to and/or retained by  
12 Tania M. Ibanez, Office of the Attorney General, 300 S. Spring Street, Suite 1702, Los Angeles,  
13 CA 90013.

14  
15 IT IS SO AGREED.

16 DATE:

EDMUND G. BROWN JR, Attorney General

17 12-9-2010

18 By

TANIA M. IBANEZ, Deputy Attorney General  
Attorneys for the People of the State of California

19  
20  
21 DATE: 12-4-10

22 By

GREG SAWTELLE

23  
24  
25 DATE: 12/9/2010

LAW OFFICES OF ROBERT MOEST

26 By

Robert Moest, Counsel to Greg Sawtelle